description between monuments and courses and distances, is that the monuments prevail; and where there is a conflict between either of these and the quantity of the land designated, the former prevails. BREWSTER, CONVEYANCING, §§ 87, 92. *City of Decatur* v. *Niedermeyer,* 168 Ill. 68; Notes and cases 30 Am. Dec. 737; *Peterson* v. *Beha,* 161 Mo. 513; *Matheny* v. *Allen,* 63 W. Va. 443, 60 S. E. 407, 129 Am. St. Rep. 984. The application of this rule has reference to the monuments and measurements made by the original survey. *Woodbury* v. *Venia,* 114 Mich. 251, 72 N. W. 189. It will not be applied where the natural object is shown to be variable in its position, *Smith* v. *Hutchinson,* 104 Tenn. 394, 58 S. W. 229. As where monuments called for as being near the intended line. *Harry* v. *Graham,* 18 N. C. 76, 27 Am. Dec. 226. So whenever the evidence is sufficient to induce the belief that the mistake in a survey is in the call for a natural or artificial object and not in the call for course and distance, the latter will prevail. *Johnson* v. *Archibold,* 78 Tex. 96, 22 Am. St. Rep. 27. And where the natural object is not clearly identified and where it would cause a departure from other natural objects called for, the monuments give way to courses and distances. *Bell County Land and Coal Co.* v. *Hendrickson,* 24 Ky. Law Rep. 371, 68 S. W. 842. Where it was shown that the greater portion of the boundary of a grant of 500,000 acres was not run on the ground but was platted in, and that the surveyor was mistaken or ignorant as to the true location of the monuments called for, so that, if they are taken as making the boundary the tract would contain but little over 100,000 acres, while as platted according to the courses and distances given, it contained the quantity called for in the grant, it was held that the general rule did not apply to mistaken or false calls and the courses and distances prevailed, *King* v. *Watkins,* 98 Fed. 913, nor does the general rule apply where the monument called for was not placed in position by the surveyor, but was merely an office call, and when in such a case, a call for courses and distances will maintain the integrity of an older survey, the courses and distances will prevail. *Holdsworth* v. *Gates,* Tex. Civ. App., 110 S. W. 537. Further as to when quantity controls, see 6 MICH. L. REV. 343.

CARRIERS—LIMITATION OF AMOUNT OF RECOVERY IN CASE OF LOSS OF BAGGAGE.—P purchased from D railroad company a fifty-trip commuter family ticket, issued in conformity to D's tariff, a list of which was on file as required by law with the Public Service Commission. The ticket provided that in consideration of the reduced rate, that "the company's liability for baggage belonging to each passenger shall not exceed fifty dollars." P's baggage, valued at over one thousand dollars, was lost and she seeks to recover its actual value. *Held,* (LAUGHLIN and SCOTT, JJ. dissenting), that the limitation of D's liability to a certain amount was clearly expressed in the ticket which P purchased and that P was bound by the limitation and could not recover in excess thereof, even though its loss was due to D's negligence. *Gardiner* v. *New York Cent. & H. R. Co.* (1910), 123 N. Y. Supp. 865.

It is well settled, despite some apparent conflict in the cases, that a com-

mon carrier and a passenger may make a binding contract with respect to the value of the baggage shipped, which will limit the amount of recovery in case of loss. However, the passenger must not be denied the right to demand a higher valuation, not exceeding the real value of the goods, upon the payment of reasonable compensation. *Hart* v. *Penn. R. R. Co.*, 112 U. S. 717; *Ullman* v. *Chicago etc. Ry. Co.*, 112 Wis. 150. According to the weight of authority, even when the loss of baggage is due to the railroad company's negligence, the recovery by P is limited to the stipulated amount, since the risk which the carrier assumed, was based upon the amount fixed as the value, and the owner is estopped to deny a contract which was beneficial to him when made. *Hart* v. *Penn. R. R. Co.*, 112 U. S. 717; *Hill* v. *Boston etc. R. R. Co.*, 144 Mass. 284; *Alair* v. *Northern Pacific R. R. Co.*, 53 Minn. 160; *Ballou* v. *Earle*, 17 R. I. 441; *Johnstone* v. *Richmond etc. R. R. Co.*, 39 S. C. 55; *R. R. Co.* v. *Sowell*, 90 Tenn. 17; *Donlin* v. *Southern Pacific Ry. Co.*, 151 Cal. 763; *Rose* v. *Northern Pac. Ry. Co.*, 35 Mont. 70; *Zouchs* v. *C. & O. Ry. Co.*, 36 W. Va., 524; *Chicago etc. R. R. Co.* v. *Chapman*, 133 Ill. 96. The minority view of holding the carrier liable for the full value of the goods is based mainly upon the ground that it is contrary to public policy to permit anyone to obtain a release from the result of his own negligence, partial and indirect though it may be by limiting the recovery in amount. *Everett* v. *R. R. Co.*, 138 N. C. 68; *U. S. Express Co.* v. *Backman*, 28 O. St. 144; *Broadwood* v. *Southern Express Co.*, 148 Ala. 17; *Southern Express Co.* v. *Rothenberg*, 87 Miss 656; *Fort Worth etc. Ry.* v. *Greathouse*, 82 Tex. 104; *McCune* v. *Burlington etc. R. R. Co.*, 52 Iowa 600. In the principal case, LAUGHLIN and SCOTT, JJ., in their dissenting opinion concede the legal right of the railroad company to limit, even in the case of negligence the amount of recovery by a mutual valuation agreement fairly and honestly made, but hold that the agreement printed on the ticket in controversy, to-wit, "the company's liability for baggage belonging to each passenger shall not exceed fifty dollars," is not a valuation agreement but an arbitrary attempt on the part of the railroad company to limit its liability which is contrary to public policy when the loss is caused by D's negligence.

CHARITIES—TESTAMENTARY TRUSTS—GIFT FOR MASSES.—The testator made the following bequest: "I give, devise and bequeath all the rest of my property for masses for the repose of my father's and mother's and sister's and brother's and my own soul. The masses will be said according to the direction of Thomas J. Fenlon and J. P. Watt, and I hereby appoint them to direct where and when to say said masses." Proceedings were brought for the construction of the will. *Held*, (TIMLIN, J., dissenting) that this testamentary gift is a valid public charity. *In re Cavanaugh's Estate* (1910), — Wis. —, 126 N. W. 672.

It is well settled that the advancement of religion is an object of charity. *In re Darling* [1896], 1 Ch. 50; *Alden* v. *St. Peter's Parish*, 158 Ill. 631, 30 L. R. A. 232, 42 N. E. 392. A bequest for masses, however, is held to be a superstitious use and void in England. *In re Bluntell's Trust*, 30 Beav. 360. In the United States the doctrine of superstitious uses does not obtain;